

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Amway (Europe) LimitedApplication No./Patent No.: 10/539,062 Filed/Issue Date: 04/11/2006Entitled: Adapting Portable Electrical Devices to Receive Power WirelesslyAmway (Europe) Limited

(Name of Assignee)

a corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

Russell Clegg

Printed or Typed Name

20 August 2008

Date

44 1908 629511

Telephone Number

Secretary

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

[ 30 April ] 2008

(1) SPLASHPOWER LIMITED

IN ADMINISTRATION

-AND-

(2) GRAHAM PAUL BUSHBY & LYNN ROBERT BAILEY as

JOINT ADMINISTRATORS

-AND-

(3) AMWAY (EUROPE) LIMITED

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ASSIGNMENT OF PATENTS

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THIS ASSIGNMENT is made the 30 day of April 2008

#### **PARTIES**

- (1) **SPLASHPOWER LIMITED (IN ADMINISTRATION)** (Registered in England and Wales company number 04239596) whose registered office is care of 5<sup>th</sup> Floor Exchange House, 446 Midsummer Boulevard, Central Milton Keynes Bucks MK9 2EA acting by the Administrators ("Assignor");
- (2) **GRAHAM PAUL BUSHBY AND LYNN ROBERT BAILEY** both of Baker Tilly Restructuring and Recovery LLP of St Philips Point, Temple Row, Birmingham B2 5AF ("the Administrators"); and
- (3) **AMWAY (EUROPE) LIMITED** (Registered in England and Wales company number 02417986) whose registered office is at St Annes House, Caldecotte Lake Drive, Caldecotte Business Park, Caldecotte, Milton Keynes MK7 8JU ("Assignee").

#### **RECITALS**

- (A) The Administrators were appointed as joint administrators of the Assignor by the directors of the Assignor on the 26<sup>th</sup> March 2008 pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986.
- (B) The Assignor (acting by the Administrators) has agreed to sell such right, title and interest as it may have (if any) in the patents and/or patent applications set out in the Schedule ("Patents") and the Assignee is willing to buy the Patents on that basis.
- (C) The Assignee is entering into this Assignment having made such inspection of the appropriate registers and such investigation as it thinks fit and in full knowledge and acceptance of the terms of this Assignment and in particular (but without limitation) the fact that no assurances, warranties or representations as to the Assignor's right, title or interest in any of the Patents are given and that the risk of good title not passing hereunder to the Assignee is the Assignee's and that since it is contracting with a company in administration the terms of this Assignment are reasonable.

IT IS AGREED as follows:

#### **1. Assignment**

- 1.1 The Assignor assigns to the Assignee such right, title and interest as it may have (if any) in the Patents absolutely. For the avoidance of doubt, this assignment shall include, in so far as the Assignor may have and may have the right to assign the same.
  - 1.1.1 the Patents and the full and exclusive benefit thereof, to the intent that any patents granted pursuant to the Patents shall be in the name of and vest absolutely in the Assignee;
  - 1.1.2 all rights, power, liberties and immunities arising from the Patents including the right to sue for and obtain relief in respect of every act of infringement of any Patent or of any patent granted pursuant to any patent application contained in the Patents, whether occurring prior to or after the date of this assignment;
  - 1.1.3 the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patents including the right to claim priority from the Patents to the intent that the

grant of any patent or similar protection shall be in the name of and vest absolutely in the Assignee.

**2. Exclusion of Joint Administrators' Personal Liability and Warranties**

- 2.1.1 The Administrators have entered into and signed this Assignment as agents for or on behalf of the Assignor and neither they, their firm, members, partners, employees, advisers, representatives or agents shall incur any personal liability whatever in respect of any of the obligations undertaken by the Assignor or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations or under or in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to this Assignment. The Administrators are party to this Assignment in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this Assignment.
- 2.1.2 All representations (whether made innocently, negligently or otherwise but not fraudulently), warranties, conditions and stipulations, express or implied, statutory, customary or otherwise in respect of the Patents or any of the rights, title and interest transferred or agreed to be transferred pursuant to this Assignment are expressly excluded (including without limitation, warranties and conditions as to title, quiet possession, quality, fitness for the purpose and description).
- 2.1.3 Unless otherwise required by law (and then only to that extent), the Assignor and the Administrators and each of them shall not be liable for any loss or damage of any kind whatsoever, consequential or otherwise arising out of or due or caused by any defect or deficiencies in any of the Patents.
- 2.1.4 The Assignee agrees that the terms of this Assignment and exclusion and limitations contained in it are fair and reasonable having regard to the following:
  - 2.1.4.1 that this is an assignment by an insolvent company in circumstances where it is usual that no representations and warranties can be given by or on behalf of the Assignor and/or the Administrators;
  - 2.1.4.2 that the Assignee has relied solely upon the Assignee's own opinion and/or professional advice concerning the Patents; and
  - 2.1.4.3 that the Assignee, its servants, employees, agents, representatives and advisors have been given every opportunity it or they may wish to have to examine and inspect all or any of the Patents and all relevant documents relating to them and to obtain information from the Assignor and/or the Administrators relating to the Patents.
- 2.1.5 The Assignee acknowledges that for the avoidance of doubt, the statutory charge in paragraph 99 of Schedule B1 to the Insolvency Act 1986 shall not apply to any breach by the Assignor of any of its obligations under this Assignment.

3. **General**

- 3.1 This Assignment may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed and delivered will be an original, but all the counterparts will together constitute one and the same agreement.
- 3.2 The parties to this Assignment do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it other than members of the Administrators or the Administrators' solicitors' firms.
- 3.3 Each party shall, subject as otherwise expressly provided in this Assignment, pay its own legal, accountancy and other costs, charges and expenses incurred in connection with this Assignment.
- 3.4 This Assignment is governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS OF THE ABOVE the parties have Executed and Delivered this Assignment as a Deed on the date written at the head of this Assignment.

# SCHEDULE

## Patents

Territory	Application		Publication		Grant	
UK	0310956.8	13/05/03	2388716	19/11/03	2388716	20/10/04
UK	0409705.1	13/05/03	2399225	08/09/04	2399225	23/03/05
UK	0409707.7	13/05/03	2399226	08/09/04	2399226	15/06/05
UK	0409708.5	13/05/03	2399227	08/09/04	2399227	07/09/05
UK	0409709.3	13/05/03	2399228	08/09/04	2399228	04/01/06
UK	0409710.1	13/05/03	2399229	08/09/04	2399229	09/11/05
UK	0409713.5	13/05/03	2399230	08/09/04	2399230	23/03/05
UK	0222436.8	27/09/02	2393860	07/04/04	2393860	15/02/06
UK	0225013.2	28/10/02	2398176	11/08/04	2398176	08/03/06
UK	0310995.0	13/05/03	2388715	19/11/03	2388715	03/08/05
UK	0410503.7	11/05/04	2414120	16/11/05	2414120	02/04/08
UK	0509663.1	11/05/05	2414121	16/11/05	2414121	02/04/08
UK	0710057.1	25/05/07	N/A	N/A	N/A	N/A
UK	0716679.6	28/08/07	N/A	N/A	N/A	N/A
UK	0724982.4	21/12/07	N/A	N/A	N/A	N/A
UK	0724981.6	21/12/07	N/A	N/A	N/A	N/A
USA	10/326571	20/12/02	20030210106A1	13/11/03	6906495	14/06/05
USA	10/514046	28/02/05	20050116683	02/06/05	N/A	N/A
USA	11/000030	01/12/04	20050135122A1	23/06/05	7239100	03/07/07
USA	11/000035	01/12/04	20050140482A1	30/06/05	7042196	09/05/06
USA	11/283817	22/11/05	20060076922A1	13/04/06	7248017	08/07/07
USA	10/529394	28/03/05	20060043927A1	02/03/06	N/A	N/A
USA	10/532977	28/04/05	20060061323A1	23/03/06	N/A	N/A
USA	11/569035	13/11/06	20070228833A1	04/10/07	N/A	N/A
USA	11/569029	13/11/06	20070216392A1	20/09/07	N/A	N/A
USA	10/539062	15/06/05	20060205381A1	14/09/06	N/A	N/A
USA	10/570761	24/10/06	20070064406	22/03/07	N/A	N/A
Europe	03727657.3	13/05/03	1506605	16/02/05	N/A	N/A

Europe	03756547.0	26/09/03	1565977	24/08/05	N/A	N/A
Europe	03786118.4	13/06/05	1573489	14/09/05	N/A	N/A
Europe	03730317.9	13/05/03	1506554	16/02/05	N/A	N/A
Europe	03809376.1	19/09/05	1602160	7/12/05	N/A	N/A
Europe	05744253.5	11/05/05	1751834	14/02/07	N/A	N/A
Japan	2004504368	13/05/03	N/A	N/A	N/A	N/A
Japan	2004559903	14/06/05	N/A	N/A	N/A	N/A
Japan	2004539213	25/03/05	N/A	N/A	N/A	N/A
Japan	2007512341	31/10/06	N/A	N/A	N/A	N/A
China	03810505.5	13/05/03	1653669	10/08/05	N/A	N/A
China	200380106134.1	15/06/05	1726450	25/01/06	100347633C	7/11/07
China	200580015312.9	13/11/06	1954472	25/04/07	N/A	N/A
Hong Kong	06108242.3	25/07/06	1088086A	27/10/06	N/A	N/A
S. Korea	1020047018306	13/05/03	N/A	N/A	N/A	N/A
S. Korea	1020057004901	22/03/05	1020050057541	16/06/05	N/A	N/A
S. Korea	1020067024151	17/11/06	N/A	N/A	N/A	N/A
Australia	2003233895	13/05/03	N/A	N/A	N/A	N/A
India	3784/DELNP/2004	13/05/03	N/A	N/A	N/A	N/A
India	7195/DELNP/2006	29/11/06	N/A	N/A	N/A	N/A
South Africa	2004/8863	13/05/03	200408863	26/04/06	32004/8863	26/04/06
Eurasia (Russia only)	200401490	13/05/03	2005702118	28/04/06	006929	23/01/06

FROM LEGAL

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.TUE) APR 29 2008 15:50/ST. 15:48/No. 6800000226 P 4

SIGNED and delivered as a deed by \_\_\_\_\_ )

the Assignor acting as agent and without personal liability )

In the presence of:

Witness

Name

Address

Occupation

SIGNED and delivered as a deed by \_\_\_\_\_ )

one of the Administrators on behalf of \_\_\_\_\_ )

both of them in the presence of:

Witness

Name

Address

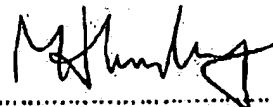
Occupation

EXECUTED and delivered as a Deed by

the Assignor acting by two directors or

a director and the Company Secretary

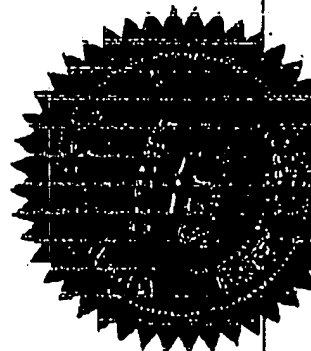
Amway (Europe) Limited



Director/Company Secretary  
Malcolm Humphrey



Craig V. Witcher Director





SIGNED and delivered as a deed by )  
GRAHAM BUSTBY )  
one of the Administrators for and on behalf of )  
the Assignor acting as agent and without personal liability )



in the presence of:  
Witness VJ Conway  
Name 111 Edmund St B3  
Address Solicitor  
Occupation

SIGNED and delivered as a deed by )  
one of the Administrators on behalf of )  
both of them in the presence of:



Witness VJ Conway  
Name 111 Edmund St B3  
Address  
Occupation Solicitor

EXECUTED and delivered as a Deed by  
the Assignee acting by two directors or  
a director and the Company Secretary

.....  
Director/Company Secretary

.....  
Director